

# HANSELL & POST

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

56 PERIMETER CENTER EAST, N.E.  
FIFTH FLOOR  
ATLANTA, GEORGIA 30346-2283  
TELEPHONE 404 399-1600  
TELECOPIER 404 394-4637  
TELEX 80-4455

THIRTY-THIRD FLOOR FIRST ATLANTA TOWER  
ATLANTA, GEORGIA 30383-3101

1915 "I" STREET, N.W.  
FIFTH FLOOR  
WASHINGTON, D.C. 20006

June 13, 1984

Mr. James H. Bayne,  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

No. 4-167A047  
Date JUN 15 1984  
Fee \$ 10.00

ICC Washington, D. C.

Dear Sir:

Enclosed are two fully executed counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Rolling Stock Security Agreement, a primary document, dated June 4, 1984.

The names and addresses of the parties to the document are as follows:

Secured Party: General Electric Credit Corporation  
Suite 900  
100 Galleria Parkway  
Atlanta, Georgia 30339

Debtor: Arcadian Corporation  
Columbia Turnpike & Park Avenue  
Morristown, New Jersey 07960

A general description of the railroad equipment covered by the enclosed document is set forth on Exhibit A attached hereto and made a part hereof. Included in the property covered by the aforesaid Rolling Stock Security Agreement are railroad cars intended for use related to interstate commerce or interest therein, owned by Arcadian Corporation at the date of said Rolling Stock Security Agreement or thereafter acquired by it or its successors.

A fee of \$10.00 is enclosed. Please return the stamped counterpart not needed by the Commission for recordation to Hazen H. Dempster, Esq., Hansell & Post, 56 Perimeter Center East, N.E., 5th Floor, Atlanta, Georgia 30346-2283.

A short summary of the document to appear in the index as follows:

14343  
JUN 15 1984 4:55 PM  
INTERSTATE COMMERCE COMMISSION

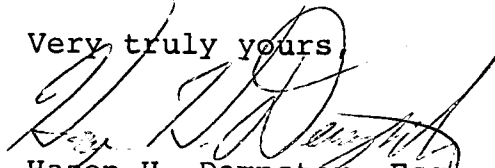
REC'D  
JUN 15 4 43 PM '84  
FEE OPERATION BR  
I.C.C.

*Andie L. Stanley*  
*Quincy*

Mr. James H. Bayne  
June 13, 1984  
Page 2

Rolling Stock Security Agreement between Arcadian Corporation, Columbia Turnpike & Park Avenue, Morristown, New Jersey 07960 ("Debtor") and General Electric Credit Corporation, Suite 900, 100 Galleria Parkway, Atlanta, Georgia 30339 ("Secured Party"), dated June 4, 1984. Included in the property covered by the aforesaid Rolling Stock Security Agreement are railroad cars intended for use related to interstate commerce, or interest therein, owned by Arcadian Corporation at the date of said Rolling Stock Security Agreement or thereafter acquired by it or its successors.

Very truly yours,



Hazen H. Dempster, Esq.  
Attorney for General Electric  
Credit Corporation

HHD/rlr

Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

6/18/84

OFFICE OF THE SECRETARY

Hazen H. Dempster, Esq.  
Hansell & Post  
56 Perimeter Center East, N.E. 5th Floor  
Atlanta, Georgia 30346-2283

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/15/84 at 4:55pm and assigned re-recording number(s). 14343

Sincerely yours,

*James H. Bayne*  
Secretary

Enclosure(s)

SE-30  
(7/79)

14343

RECORDATION NO. .... Filed 1425

JUN 15 1984 -4 15 PM

## ROLLING STOCK SECURITY AGREEMENT INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT ("Agreement"), is made and entered into this 4th day of JUNE, 1984, between ARCADIAN CORPORATION (hereinafter referred to as "Debtor") and GENERAL ELECTRIC CREDIT CORPORATION (hereinafter referred to as "Secured Party").

1. Definitions. Whenever the following terms are used herein, they shall be defined as follows:

(a) "Charges": all national, federal, state, county, city, municipal, and/or other governmental taxes, levies, assessments, charges, liens, claims or encumbrances upon and/or relating to

(A) the Collateral,

(B) the Liabilities,

(C) Debtor's employees, payrolls, income and/or gross receipts,

(D) Debtor's ownership and/or use of any of its assets, or

(E) any other aspect of Debtor's business.

(b) "Claims": all security interests, liens, claims, or encumbrances held or asserted by any Person against the Collateral, other than (A) Charges, (B) those created in favor of Secured Party pursuant to this Agreement, and (C) those created in favor of ITT pursuant to the ITT Security Documents, and (D) Permitted Liens.

(c) "Collateral": the property and interest in property securing the Liabilities pursuant to Section 2 hereof.

(d) "Event of Default": any of the events listed in paragraph 4 below.

(e) "Indebtedness": all liabilities, obligations and indebtedness of any and every kind and nature, including, without limitation, the Liabilities and all obligations to trade creditors, whether heretofore, now or hereafter owing, arising, due, or payable from Debtor to any Person and howsoever evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, contingent, fixed, or otherwise. Without in any way

limiting the generality of the foregoing, Indebtedness specifically includes the following:

(A) All obligations or liabilities of any Person that are secured by any lien, claim, encumbrance, or security interest upon property owned by Debtor, even though Debtor has not assumed or become liable for the payment thereof;

(B) All obligations or liabilities created or arising under any lease of real or personal property, or conditional sale or other title retention agreement with respect to property used and/or acquired by Debtor, even though the rights and remedies of the lessor, seller and/or lender thereunder are limited to repossession of such property;

(C) Deferred taxes; and

(D) All indebtedness, obligations and liabilities of Debtor to ITT arising under the ITT Loan Agreement.

(f) "ITT": ITT Industrial Credit Company, a Nevada corporation.

(g) "ITT Loan Agreement": that certain Term Loan and Security Agreement dated of even date herewith, between Debtor and ITT together with any and all supplements, riders and exhibits executed and/or delivered in connection therewith.

(h) "ITT Security Documents": collectively, (i) the ITT Loan Agreement; (ii) the mortgage executed by Debtor to or for the benefit of ITT with respect to the Collateral and (iii) any and all other documents, instruments and agreements executed and/or delivered in connection with the ITT Loan Agreement.

(i) "Liabilities": all liabilities, obligations and indebtedness of any and every kind and nature (including, without limitation, interest, charges, expenses, attorneys' fees and other sums chargeable to Debtor by Secured Party and future advances made to or for the benefit of Debtor), whether arising under this Agreement, the Loan Agreement or under any of the Other Agreements, or acquired by Secured Party from any other source, whether heretofore, now or hereafter owing, arising, due, or payable from Debtor to Secured Party and howsoever evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, contingent, fixed, or otherwise, including obligations of performance.

(j) "Loan Agreement": that certain Loan and Security Agreement of even date herewith between Debtor and the Secured

Party, together with all amendments, modifications and supplements thereto.

(k) "Other Agreements": the Loan Agreement and any and all other agreements, instruments and documents, including, without limitation, notes, guaranties, mortgages, deeds to secured debt, deeds of trust, chattel mortgages, pledges, powers of attorney, consents, assignments, contracts, notices, security agreements, trust account agreements and all other written matters heretofore, now, or hereafter executed by or on behalf of Debtor and/or delivered to Secured Party with respect to this Agreement or the Loan Agreement, or with respect to the transactions contemplated by this Agreement or the Loan Agreement.

(l) "Permitted Liens": (i) liens of carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums not overdue or being contested in good faith; (ii) liens incurred in the ordinary course of business in connection with workmen's compensation, unemployment insurance or other forms of governmental insurance or benefits, or to secure performance of tenders, statutory obligations, leases and contracts (other than for borrowed funds) entered into in the ordinary course of business or to secure obligations on surety or appeal bonds; (iii) liens, security interests and encumbrances in favor of ITT arising pursuant to the ITT Security Documents; and (iv) such other liens, encumbrances and security interests on the "Collateral" (as defined below) as Secured Party may permit to exist from time to time hereafter pursuant to the Loan Agreement.

(m) "Person": any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal, or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

2. Security. To induce the Secured Party to enter into the Loan Agreement, and in consideration thereof and of any loans, advances or financial accommodations heretofore or hereafter granted by the Secured Party to or for the Debtor's account, whether pursuant to the Loan Agreement, the Other Agreements or otherwise, all of which will inure to Debtor's direct benefit, the Debtor hereby conveys, hypothecates, mortgages, assigns, pledges, sets over, delivers and grants to the Secured Party a security interest in the rolling stock, railroad tank cars and other goods described in Exhibit A attached hereto, together with all after-acquired goods of the same nature, or replacements thereof, including accessories, attachments, accessions and equipment now or hereafter acquired or appertain-

ing thereto (the "Collateral"), as security for the payment and performance when due of the Liabilities.

TO HAVE AND TO HOLD the Collateral, together with all rights, title and interests, powers, privileges and preferences pertaining or incidental thereto, unto the Secured Party, its successors and assigns, forever, subject, however, to the terms, covenants and conditions hereinafter set forth.

3. Representations, Warranties and Covenants. In consideration of advances made by Secured Party to Debtor evidenced by the Loan Agreement, Debtor hereby represent, warrants and covenants to and with Secured Party as follows:

(a) Debtor has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement. This Agreement is the legal, valid and binding obligation of Debtor, enforceable against Debtor in accordance with its respective terms (subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws affecting creditors' rights generally from time to time in effect);

(b) The execution, delivery and/or performance by Debtor of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in Debtor's Articles of Incorporation or By-Laws or contained in any agreement, instrument or document to which Debtor is now a party or by which it is bound;

(c) Debtor has good, indefeasible and merchantable title to and ownership of the Collateral free and clear of all liens, claims, security interests and encumbrances except (i) those in favor of Secured Party and (ii) Permitted Liens.

(d) Debtor will not encumber, pledge, mortgage, grant a security interest in, assign, sell, lease or otherwise dispose of or transfer, whether by sale, merger, consolidation, liquidation, dissolution, to otherwise, any of the Collateral except (i) those security interests granted in favor of Secured Party pursuant to this Agreement (ii) Permitted Liens; (iii) sales or other dispositions of assets in the ordinary course of business; or (iv) as otherwise expressly permitted herein or in the Loan Agreement;

(e) Debtor will, at its sole cost and expense, keep and maintain the Collateral insured for its full insurable value against loss or damage by fire, theft, explosion and all other

hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses and notify Secured Party promptly of any event or occurrence causing a material loss or decline in value of the Collateral and the estimated (or actual, if available) amount of such loss or decline;

4. Default. Each of the following shall constitute an Event of Default hereunder:

(a) if there shall occur any "Event of Default" under the Loan Agreement, as such term is defined therein;

(b) if the Debtor shall breach any representation, covenant, warranty or agreement set forth herein, and shall not cure such breach to the satisfaction of Secured Party within fifteen (15) business days after receipt by Debtor of written notice of such breach by Secured Party; and

(c) if the Debtor makes any misrepresentation to Secured Party in connection with this Agreement, the Loan Agreement, or any transaction relating thereto.

5. Remedies.

(a) Upon the occurrence of an Event of Default, the Secured Party shall have all of the rights and remedies with respect to the Collateral specified in Section 12 of the Loan Agreement and may, in addition, take or cause to be taken by its agent or agents immediate possession of the Collateral or one or more of the units thereof, without liability to return to the Debtor any sums theretofore paid and free from all claims whatsoever, except as hereinafter in this Section expressly provided, and may remove the same from possession and use of the Debtor or any other Person and for such purpose may enter upon the Debtor's premises or other premises where the Collateral may be located and may use and employ in connection with such removal any supplies, services and aids and any available trackage and other facilities or means of the Debtor or otherwise; and

(b) In case the Secured Party shall demand possession of the Collateral pursuant to this Agreement and shall reasonably designate a point or points upon the premises of the Debtor or elsewhere for the delivery of Collateral to the Secured Party, the Debtor shall, at its own expense forthwith and in the usual manner (including, but not by way of limitation, giving prompt telegraphic and written notice to the Association of American Railroads and all railroads to which any part of the Collateral has been interchanged to return the Collateral so interchanged), cause (a) the Collateral to be moved to such point or points as



shall be designated by the Secured Party upon any sale, lease or other disposal of all or part of the Collateral by the Secured Party. At the option of the Secured Party, the Secured Party may keep the Collateral on any of the premises of the Debtor or elsewhere until the Secured Party shall have leased, sold or otherwise disposed of the same, and for such purpose the Debtor agrees to furnish, without charge for rent or storage, the necessary facilities at any point or points selected by the Secured Party, at the Debtor's risk, to permit inspection of the Collateral by the Secured Party, the Secured Party's representatives and prospective purchasers and users. The provisions of this Section 5(b) are an essential part of the agreement between the parties and, upon application to any court of equity having jurisdiction in the premises, the Secured Party shall be entitled to a decree against the Debtor requiring specific performance hereof. The Debtor hereby expressly waives any and all claims against the Secured Party and its agent or agents for damages of whatever nature in connection with any retaking of any unit of the Collateral in any manner.

6. Termination. The Debtor acknowledges and agrees that this Agreement shall continue in full force and effect unless and until all Liabilities have been fully paid and performed and the Loan Agreement has been terminated.

7. Recording. The Debtor will cause this Agreement, and any assignments hereof and any amendments or supplements or supplements hereof or thereto, to be filed and recorded with the Interstate Commerce Commission in accordance with requirements of the Interstate Commerce Act (49 U.S.C. §11303). The Debtor will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, deposit and record any and all further instruments required by law or reasonably requested by the Secured Party for the purposes specified in the immediately preceding sentence of this Section 7. The Debtor will promptly furnish to the Secured Party certificates or other evidence satisfactory to the Secured Party of any such filing, registering, depositing or recording. The Debtor will furnish to the Secured Party, from time to time, upon the Secured Party's request, an opinion of counsel for the Debtor to the effect that all necessary filings and recordings have been made to protect the interest of the Secured Party in and to the Collateral.

8. Maintenance; Compliance with Laws and Rules.

(a) The Debtor will at all time maintain the Collateral or will use its best efforts to cause the Collateral to be maintained (other than obsolete Collateral) in good order and repair at its own expense. In the event that any unit of the Collateral

shall be worn out, lost, stolen, destroyed, irreparably damaged or otherwise rendered permanently unfit for use from any cause whatsoever, or taken or requisitioned by a condemnation or otherwise (such occurrences being hereinafter called "Casualty Occurrences"), the Debtor shall promptly, after it has knowledge of any of such Casualty Occurrences, fully inform the Secured Party in regard thereto.

(b) During the term of this Agreement, the Debtor will at all times comply in all respects with all laws of the jurisdictions in which its operations involving the Collateral may extend, with the interchange rules of the Association of American Railroads and with all lawful rules of the Department of Transportation, Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Collateral, to the extent that such laws and rules affect the title, operation or use of the Collateral, and in the event that such rules or laws require any alteration, replacement or addition of any part on any unit of Collateral, the Debtor will conform therewith, at its own expense; provided, however, that the Debtor may in good faith contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Secured Party, adversely affect the Collateral or the rights of the Secured Party under this Agreement.

#### 9. Miscellaneous.

(a) This Agreement may not be modified, altered or amended, except by an agreement in writing signed by Debtor and Secured Party;

(b) Debtor may not sell, assign or transfer this Agreement, or any portion thereof, including, without limitation, Debtor's rights, title, interests, remedies, powers, and/or duties hereunder or thereunder. Debtor hereby consents to Secured Party's participation, sale, assignment, transfer or other disposition, at any time or times hereafter, of this Agreement, or of any portion hereof or thereof;

(c) If, at any time or times, whether prior or subsequent to the date hereof, regardless of the existence of an Event of Default, Secured Party employs counsel for advice or other representation or incurs legal and/or other costs and expenses in connection with:

(i) The preparation of this Agreement, any amendment of or modification of this Agreement or any sale or attempted sale of any interest herein to a participant; or

(ii) The administration of this Agreement and the transactions contemplated hereby and thereby;

(iii) Any litigation, contest, dispute, suit, proceeding or action (whether instituted by Secured Party, Debtor or any other Person) in any way relating to the Collateral, this Agreement or Debtor's affairs;

(iv) Any attempt to enforce any rights of Secured Party or any participant against Debtor or any other Person which may be obligated to Secured Party by virtue of this Agreement;

(v) Any attempt to inspect, verify, protect, collect, sell, liquidate or otherwise dispose of the Collateral;

then, in any such event, the reasonable attorneys' fees arising from such services and all reasonably incurred expenses, costs, charges and other fees of such counsel or of Secured Party or relating to any of the events or actions described in this Section shall be payable, on demand, by Debtor to Secured Party and shall be Liabilities hereunder secured by the Collateral. Without limiting the generality of the foregoing, such expenses, costs, charges and fees may include accountants' fees, costs and expenses; court costs and expenses; photocopying and duplicating expenses; court reporter fees, costs and expenses; long distance telephone charges; air express charges; telegram charges; secretarial over-time charges; and expenses for travel, lodging and food paid or incurred in connection with the performance of such legal services.

Additionally, if any taxes shall be payable on account of the execution or delivery of this Agreement or the creation of any of the Liabilities hereunder, by reason of any existing or hereafter enacted federal or state statute, Debtor will pay all such taxes, including, but not limited to, any interest and/or penalty thereon, and will indemnify and hold Secured Party harmless from and against liability in connection therewith.

(d) Secured Party's failure, at any time or times hereafter, to require strict performance by Debtor of any provision of this Agreement shall not waive, affect or diminish any right of Secured Party thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Secured Party of an Event of Default by Debtor under this Agreement shall not suspend, waive or affect any other Event of Default by Debtor under this Agreement, whether the same is prior or subsequent thereto and whether of the same or of a different type. None of the undertakings, agreements, warranties, covenants and representations of Debtor contained in this Agreement and no

Event of Default by Debtor under this Agreement shall be deemed to have been suspended or waived by Secured Party unless such suspension or waiver is by an instrument in writing signed by a duly authorized representative of Secured Party and directed to Debtor specifying such suspension or waiver;

(e) In the event Debtor, at any time or times hereafter, shall fail to pay any Charges or Claims or to promptly obtain the discharge of such Charges or Claims, Debtor shall so advise Secured Party thereof in writing and Secured Party may, without waiving or releasing any obligation or liability of Debtor hereunder or any Event of Default, in its sole discretion, at any time or times thereafter, make such payment, or any part thereof, or obtain such discharge, or acquire or accept an assignment of such Charges or Claims and take any other action with respect thereto which Secured Party deems advisable. All sums so paid by Secured Party and any expenses, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable upon demand, by Debtor to Secured Party and shall be Liabilities hereunder secured by the Collateral. Notwithstanding anything to the contrary herein, Debtor may dispute any Charges or Claims without prior payment thereof, even if such non-payment may cause a lien to attach to Debtor's assets, provided that Debtor shall have given Secured Party written notice of said dispute and shall be diligently contesting the same in good faith in an appropriate proceeding and, provided further that, if the same are in excess of \$25,000 in the aggregate at any time or times hereafter, Debtor has given Secured Party such additional collateral and assurances as Secured Party, in its sole, but reasonable, discretion, deems necessary under the circumstances;

(f) Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement;

(g) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Debtor and Secured Party;

(h) Except as otherwise provided for in this Agreement, Debtor waives (i) presentment, demand and protest and notice of presentment, protest, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, accounts, contract rights, documents, in-

struments, chattel paper and guaranties at any time held by Secured Party on which Debtor may in any way be liable and hereby ratifies and confirms whatever Secured Party may do in this regard; (ii) notice prior to taking possession or control of the Collateral or any bond or security which might be required by any court prior to allowing Secured Party to exercise any Secured Party's remedies; and (iii) the benefit of all valuation, appraisal and exemption laws;

(i) The signature upon this Agreement of an officer of Debtor shall bind Debtor and be deemed to be the act of Debtor affixed pursuant to and in accordance with resolutions duly adopted by Debtor's Board of Directors;

(j) Except as otherwise provided herein, any notice required hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered upon deposit in the United States mails, with proper postage prepaid, and addressed to the party to be notified as follows:

(A) If to Secured Party at: General Electric Credit  
Corporation  
Suite 900  
100 Galleria Parkway  
Atlanta, Georgia 30339

(B) If to Debtor: Arcadian Corporation  
Columbia Turnpike & Park Avenue  
Morristown, New Jersey 07960

IN WITNESS WHEREOF, the undersigned have executed this agreement under their respective hands and seals as of the date first above written.

ARCADIAN CORPORATION

By: [Signature]  
Title: President

Attest: [Signature]  
Title: Assistant Secretary

[CORPORATE SEAL]

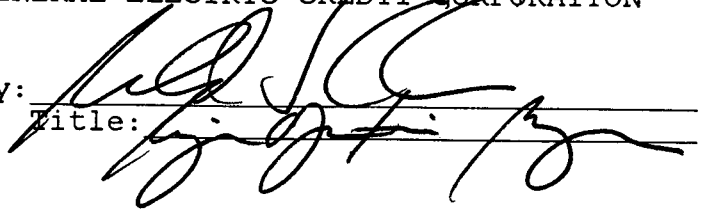


SECURED PARTY

GENERAL ELECTRIC CREDIT CORPORATION

By:

Title:

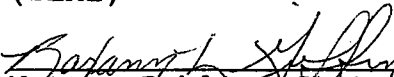
A handwritten signature in dark ink is written over a horizontal line. Below the signature, the word "Title:" is printed, followed by another horizontal line that extends to the right.

ACKNOWLEDGEMENT

State of Georgia)  
)  
County of DeKalb)

On this 4th day of JUNE, 1984 before me personally appeared, Herbert W. Kirby, to me personally known, who being by me duly sworn, says that he is the President of Arcadian Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

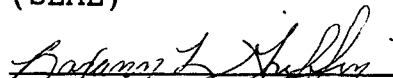
  
\_\_\_\_\_  
Notary Public, State of Georgia,  
County of DeKalb

Commission Expiration Date: Notary Public, Georgia, State at Large  
My Commission Expires Aug. 16, 1986

State of Georgia)  
)  
County of DeKalb)

On this 4th day of JUNE, 1984 before me personally appeared, RONALD S. CONN, to me personally known, who being by me duly sworn, says that he is a REGION OPERATIONS MANAGER of General Electric Credit Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

  
\_\_\_\_\_  
Notary Public, State of Georgia  
County of DeKalb

Commission Expiration Date: Notary Public, Georgia, State at Large  
My Commission Expires Aug. 16, 1986

EXHIBIT A  
TO ROLLING STOCK SECURITY  
AGREEMENT

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TANK CARS  
OWNED BY ARCADIAN

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ACDX 4601	ACDX 9757	ACDX 9980	ACDX 91001*
5259	9763	9981	91002 (sub-leased)
9190	9766	9984	91003
9280	9767	9991	91005
9310	9768	9992	91007
9470	9775	9995	91008 *
9480	9777	9997	91010
9510	9780	9999	91011 *
9520	9783	19037	91012
9570	9786	23835	91013
9580	9792	23837	91014
9603	9795	23838	91016
9604	9797	23860	91017
9606	9798	24710	91018
9609	9800	25429	91019
9610	9809	49115	91021
9613	9821	49140	91024 **
9614	9823	49403	91028
9617	9832	49406	91029
9626	9833	49408	91030
9628	9838	49411	91033
9630	9846	49412	91034
9631	9873	49415	91036
9632	9893	49416	91038
9642	9896	49417	91039
9643	9901	49421	91040
9652---9644	9903	49422	91042
9655	9912	49425	91044
9662	9915	49427	91045
9666	9930	49432	91046
9668	9940	49438	91050
9672	9951	49440	91051
9678	9952	49441	91052
9684	9953	49442	91053
9689	9954	49444	91055
9690	9955	49447	91058
9693	9956	49448	
9696	9959	49450	91061
9697	9960	53020	91064
9708	9963	83107	91065
9711	9965	89176	91067 **
9712	9966	89226	91068
9726	9967	89233	91070
9730---9741	9969	89238	91071
9742	9971	89246	91072
9744	9974	89266	91074
9745	9975	89268	91076
9746	9977	89275	91078
9750	9978	89277	91080
9751	9979	91000	91081



TANK CARS  
OWNED BY ARCADIAN

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ACDX 91082	ACDX 91143	ACDX 91205	ACDX 91261
91084	91144	91207	91262
91085	91149	91208	91265
91086	91150	91209	91266
91087	91151	91212	91267
91091	91152	91213	91268
91092	91154	91214	91270
91095	91155	91216	91271
91097	91156*	91217	91272
91098	91157	91218	91276
91099	91158	91219	91277
91102	91160	91220	91278
91103	91161	91221	91280
91104	91162	91222*	91283
	91164	91223	91284
91106	91170	91227	91285
91108	91171	91229	91286
91110	91173	91230	91288
91112	91175 (sub-leased)	91232	91289
91113	91179	91233	91290
91115	91180	91234	91291
91116	91181	91237	91292
91118	91182	91238	91293
91120	91184	91239	91295
91121	91185	91240	91297
91122	91188	91243	91298
91123	91189	91244	91299
91124	91190	91245	91323
91125	91191	91246*	91328
91126	91192	91247	91333
91127	91193	91248	410101
91128	91194	91250	410104
91129	91195	91251	410108
91130	91196	91252	410110
91131	91198*	91254	410112
91132	91200	91255	410133
91133	91201	91257	410135
91134	91202	91258	410143
91136	91203	91259	410149
91142	91204	91260	410164
			410172
			410174

\*Cars in temporary storage at Syracuse.

TANK CARS  
OWNED BY ARCADIAN

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ACSX 49804	ACSX 49848(sublease)	ACSX 49902	ACSX 49947
49805	49851	49903	49949
49818 (sub-leased)	49853	49908	49959
49820	49854	49912	49960
49822	49858	49914	49964
49827	49859	49916	49965
49832	49861	49926	49973
49833	49863	49935	49977
49845	49872	49936	49987
49846*	49878	49942	49993
			49996

\* This car is leased from First Union Properties, Inc.